

Request for Proposals

SAFETY AND AMERICANS WITH DISABILITIES ACT INSPECTION, ANALYSIS AND REVIEW SERVICES



**County of San Bernardino
Department of Risk Management
222 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0016**

RFP # RMD 09-001

TABLE OF CONTENTS

I. INTRODUCTION	3
A. Purpose	
B. Minimum Proposer Requirements	
C. Correspondence/Questions	
D. Admonition to Proposers	
E. Proposal Submission Deadline	
II. PROPOSAL TIMELINE.....	4
III. PROPOSAL CONDITIONS.....	5
A. Contingencies	
B. Modifications to the RFP	
C. Proposal Submission	
D. Incurred Costs	
E. Alternate Proposals	
F. Negotiations	
G. Final Authority	
IV. SCOPE OF WORK.....	5
A. Background	
B. Program Description	
C. Program Requirements	
V. CONTRACT REQUIREMENTS.....	6
A. General	
B. Indemnification and Insurance Requirements	
C. Right to Monitor and Audit	
D. Contract Compliance	
E. Former County Officials	
F. Improper Consideration	
G. Recycled Product Procurement Policy	
H. Inaccuracies or Misrepresentations	
I. Term	
VI. PROPOSAL SUBMISSION.....	15
A. General	
B. Proposal Presentation	
C. Proposal Format	
D. General Questionnaire	
VII. PROPOSAL EVALUATION AND SELECTION.....	18
A. Evaluation Process	
B. Evaluation Criteria	
C. Contract Award	
D. Protests	
E. Final Approval	
APPENDIX	20
DEFINITIONS.....	21

I. INTRODUCTION

A. Purpose

This Request for Proposal (RFP) is to solicit proposals from qualified firms to provide Safety and American with Disabilities Act (ADA) Inspection, Review and Analysis services for the County of San Bernardino. Respondents to this RFP may submit proposals for service they provide based on their company's strengths. County will select a vendor(s) to provide these services based on a combination of the fee proposal and the vendor's experience and qualifications. The term of any contract awarded as a result of this RFP will be for a three-year period from the date of approval by the County of San Bernardino Board of Supervisors, beginning on or about April 14, 2009.

B. Minimum Proposer Requirements

All Proposers must:

1. Be licensed to conduct business in the State of California.
2. Must have experience with providing similar services to at least one (1) public entity similar to County.
3. Must be a firm with five (5) years experience in the relevant field of Loss Prevention Services and Safety and/or Americans with Disabilities Act Inspections, Analysis and Review Services in California.
4. Have Principal contractors that are certified in relevant field of expertise, such as, but not limited to Certified Industrial Hygienist (CIH), Board Certified Safety Professional (BCSP) and Board Certified Professional Ergonomist (BCPE).
5. Have Principal contractors with appropriate certifications in disciplines for the services and training to be provided. The County reserves the right to consider qualified contractors who possess equivalent registrations/certifications.
6. Meet other presentation requirements listed in this RFP.

C. Correspondence/Questions

Any and all correspondence related to this Request for Proposal, including proposals, is to be submitted to:

County of San Bernardino
Department of Risk Management
ATTN: Steve Robles, Assistant Director
RFP # RMD 09-001
222 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0016
(909) 386-8797 Fax (909) 386-8948
srobles@rm.sbcounty.gov

Important: All communications regarding this RFP, from the date of issue authorized by the County Board of Supervisors through final determination of the RFP results and awarding of contract by the Board of Supervisors, must only be with the individual cited above. Communications regarding the RFP directed by a Proposer to a County employee or official, other than the individual identified above may result in the immediate and complete rejection of a Proposer's proposal. All proposals received by the County and subsequent communications and deliberations regarding the proposals will be treated as confidential information until a recommendation is made to the Board of Supervisors.

D. Admonition to Proposers

Once this RFP has been issued, Proposers are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the proposer. All questions regarding this RFP can be presented in writing as indicated in Section II.

E. Proposal Submission Deadline

All proposals must be received at the address listed above no later than 4:00 p.m. on Thursday, January 29, 2009. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered and will be returned unopened.

F. Local Preference

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to award of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

1. Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFB/Quote for any contract, agreement or purchase order to which it responds; and
2. Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and

Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost of services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local vendor for the contract award.

II. PROPOSAL TIMELINE

A. Release of RFP	November 19, 2008
B. Deadline for Submission of Written Questions*	January 6, 2009
C. Tentative Date for Responses to Questions	January 22, 2009
D. Deadline for Proposals	January 29, 2009
E. Tentative Date for Vendor Interviews	March 3, 2009
F. Tentative Date to take contract to Board of Supervisors	April 14, 2009

*Questions regarding the contents of this RFP must be submitted in writing via U.S. mail, fax or email and shall be directed to the individual listed above. Any and all questions will be evaluated to determine if an official response is necessary. Copies of any answered questions will be

disseminated to all firms who submitted questions, as well as posted to the County's website. It is the responsibility of the proposer to check the website for responses to Contractor's inquiries.

III. PROPOSAL CONDITIONS

A. Contingencies

This Request for Proposal (RFP) does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals or any part(s) of any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications to the RFP

The County reserves the right to issue addenda or amendments or change the timelines to this RFP. All firms provided an RFP will be notified in writing of any modifications made by the County to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time. All proposals and materials submitted become the property of the County.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposers agree that all costs incurred in developing this proposal are the Proposers' responsibility.

E. Alternate Proposals

The County will consider any and all proposals as long as they are submitted individually. This may include alternate solutions, suggestions or procedures that could be followed or methods of enhanced communication.

F. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations. The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County.

G. Final Authority

The final authority to award a contract rests solely with the County of San Bernardino Board of Supervisors.

IV. SCOPE OF WORK

A. Background

San Bernardino County encompasses 20,160 square miles, the largest county in the Continental United States. It borders Los Angeles, Riverside, and Kern Counties and the States of Arizona and Nevada. Current population is over 1.6 million; the majority of which are located in the southwest portion of the County. The County employs approximately 18,000 workers and, in order to provide adequate service to its citizens, has offices located throughout the County, often separated by extensive distances. The County is self-insured and self-administered for all its workers' compensation program and uses Safety and ADA inspection, review and analysis services to ensure compliance with CAL/OSHA and ADA regulations. Contracting with specific providers allows the Department of Risk Management to control expenses by using standard, low cost fixed rate schedules.

B. Program Description

The Department of Risk Management (County) is very demanding with respect to quality of services, responsiveness, accuracy and cost control. County desires to maximize savings while effectively inspecting, reviewing and analyzing County facilities, equipment and operations to ensure compliance with CAL/OSHA and ADA regulations. The Safety ADA vendor(s) selected must comply with all CAL/OSHA and ADA regulations and must adhere to the rules of professional safety engineers/officers.

C. Program Requirements

- a. The Safety/ADA Services should include, but is not limited to, the following:
 - 1) Service throughout the entire County.
 - 2) Inspection, review and analysis of County facilities, operations and equipment to ensure compliance with CAL/OSHA regulations.
 - 3) Inspection, review and analysis of County facilities, operations and equipment to ensure compliance with ADA regulations.
 - 4) Inspection, review and analysis of County facilities, equipment and workstations to determine compliance with California's Ergonomic Standard.
 - 5) Performing Industrial Hygiene services to County facilities and operations.
 - 6) Recommending corrective actions necessary to ensure compliance with Cal/OSHA and ADA regulations or Ergonomic Standard.
 - 7) Providing written reports in conformance with County guidelines to document ergonomic deficiencies to document deficiencies.
 - 8) Providing ergonomic assessment training to County staff.
 - 9) Ensuring proper implementation and follow up with affected county employees to monitor mitigation of complaints.
 - 10) Maintaining necessary licenses during the life of the contract.
 - 11) Providing other Safety and ADA training and services as required (training and other safety services may include, but is not limited to: asbestos, crane/heavy equipment, fall protection, first aid/CPR, flagging, forklift, hazmat, ladder, lifting, respiratory , scaffold, trenching/shoring, heat illness awareness).
- b. Administrative Services
 - 1) Projects are assigned to specific vendors according to vendor's expertise as projects are received from various County Departments.
 - 2) Projects can vary from simple training classes to complex hazard analysis. There are no guarantees for specific number of hour blocks or project assignments.
 - 3) Vendors must possess required license when contract is awarded.
- c. Reporting
 - 1) Upon completion of the assigned service, a complete report is required and shall be submitted to the County Safety Officer within 10 days.
- d. Performance Measures
 - 1) Basic performance should adhere to the rules of professional safety engineer's officers.
 - 2) Sample of national certifying agency standards includes BCSP, American Industrial Hygienist Association (AIHA), and BCPE.
- e. Monitoring of Service/Quality
Contractor will:
 - 1) Provide the County with inspection evaluations that outlines details of findings, so the County can administer applicable policies related to the inspections.

V. CONTRACT REQUIREMENTS

- A. General.** The firm(s) selected shall be required to agree to the terms contained below. If Proposers have any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the contract, Contractor, vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.

2. Contractor Primary Contact

The Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall not change the primary point of contact without written notification and acceptance of the County. Contractor shall also designate a back-up point of contact in the event the Primary contact is not available. Contractor or designee must respond to County inquiries within two (2) County business days.

3. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

4. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

5. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

6. Contract Amendments

Contractor agrees that any amendments, alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original contract and approved by the required persons.

7. Termination for Convenience

The County for its convenience may terminate this contract in whole or in part upon thirty (30) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in this contract shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise.

8. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. Contractor shall receive written permission from the County prior to publication of said training materials.

9. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part V, Chapter B., and Indemnification.

10. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being; motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In the event that County determines that a conflict of interest exists, any increase in costs associated with the conflict of interest will be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

11. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records must be accessible to the County of San Bernardino within twenty-four hours if requested. Records, should include, but are not limited to, fiscal records and shall be kept in accordance with Generally Accepted Accounting Principles (GAAP). All records shall be complete, current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

12. Invoices

Contractor will bill County according to the following procedures:

- a. Invoices for services rendered will be submitted directly to the County. Invoices will meet, but not limited to, the following requirements:
 - 1) Individually numbered invoices by individual case/County claim number basis.
 - 2) Reference to the County location and task service on each invoice.
 - 3) Submittal not more than thirty (30) days from the date of service.
 - 4) Identify the requestor(s).
 - 5) Submittal in duplicate.
 - 6) Delineate each service billed as identified and labeled in the contract's Rate Schedule.
 - 7) Identify the from-through date(s) of services invoiced.
- b. Provide a monthly billing summary each month, which shall:
 - 1) Reflect credit payments.
 - 2) Identify the charges-to-date on the individual assignment by location/site.
 - 3) Identify the from-through date(s) of service invoices.
- c. Payment: Invoices submitted for payment will be subject to an audit. Confirmations as to the types and quality of services may be obtained from the requestor before payment is made. Payments are normally processed no more than thirty days from invoice receipt.
- d. County agrees to pay Contractor's invoices within 60 days of the date received.

13. Venue

The venue of any action or claim brought by any party to this contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this contract is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

14. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agree to maintain these licenses and permits in effect for the duration of

this Contract. Contractor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of the contract.

15. Health and Safety

Contractor shall comply with all applicable local health and safety regulations including fire clearances, for each site where program services are provided under the terms of the Contract.

16. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

17. Notification

In the event Contractor experiences a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one (1) working day, in writing and by telephone, to the County.

18. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by the Vendor pursuant to this contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this contract, subject to the requirements of Section V, A, 7 (Termination for Convenience). Unless otherwise directed by the County, Vendor may retain copies of such items.

19. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this contract or Vendor relationship with County may be made or used without prior written approval of the County.

20. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Contractor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Contractor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Contractor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

21. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

22. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. Contractor shall assume full responsibility for all Federal, State and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Contractor and Contractor's employees and agents engaged in the performance of this contract.

23. Nondiscrimination

Contractor will not discriminate against any employer or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, employment upgrading, demotion, or transfer; recruitment, advertising, layoff or termination; rates of pay including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

24. Payment

Vendor shall be paid monthly for services under this Contract after submitting an invoice. Vendor shall accept all payments via electronic funds transfer (EFT) directly deposited into the Vendor's designated checking or other bank account, Vendor shall promptly comply with directions and accurately complete forms required to process EFT payments.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Insurance

a. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to the type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown.

b. Workers' Compensation/Employers Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet

all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- c. Commercial/General Liability Insurance- the Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy shall include:
 - (1) Premises operations and mobile equipment.
 - (2) Products and completed operations
 - (3) Broad form property damage (including completed operations).
 - (4) Explosion, collapse and underground hazards.
 - (5) Personal injury
 - (6) Contractual Liability
 - (7) \$2,000,000 general aggregate limit
- d. Automobile Liability Insurance-Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits
- or
- f. Errors and Omissions Liability Insurance-with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
- or
- g. Directors and Officers Insurance-coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy the "retroactive date" shall be shown and must be before the date of the start of the contract work. Then claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

- h. Umbrella Liability Insurance- An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal

injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- i. Failure to Procure Coverage- In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is cancelled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
- j. Acceptability of Insurance Carrier- Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.
- k. Deductibles and Self Insured Retention- Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- l. Insurance Review
Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

3. Additional Named Insured

All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11.85.

4. Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverage to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

5. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Severability of Interest – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

7. Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Contractor shall give full cooperation in any auditing or monitoring conducted. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three (3) years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to the County. If said records are not made available at the scheduled monitoring visit, Contractor may, at the County's option, be required to reimburse the County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement. Records of the Contractor which do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

D. Contract Compliance

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County Policy 15-01, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Small Business Development Manager of the County of San Bernardino at (909) 948-6602.

E. Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

F. Improper Consideration

Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees or agent of the County in an attempt to secure favorable treatment or consideration regarding the award of this proposal. Proposer shall immediately report any attempt by a County officer, employee, group of employees or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. The County, by written notice, may immediately reject any proposal or terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraphs was offered to any officer, employee, group of employees or agent of the County with respect to the proposal and award process, or any solicitation for consideration was not reported. This prohibition shall also apply to any amendment, extension or evaluation process once a contract has been awarded. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

G. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10 and 11-10SP), which requires contractor to use recycled paper for proposals and any printed or photocopied material created as a result of a contract with the County. The policy also required contractors to use both side of paper sheets for reports submitted to the County whenever practicable.

H. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that Proposer has made a material misstatement or misrepresentation of that materially inaccurate information has been provided to the County, Proposer may be terminated from the RFP process or, in the event a contract has been awarded, the contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

I. Term

The term of any contract awarded as a result of this RFP will be for a three year period from the date of approval by the County of San Bernardino Board of Supervisors, beginning on or about April 14, 2009. The term of the contract is subject to the following provisions:

1. The County may immediately terminate after notice of material breach is sent to the Contractor and the breach is not cured within fifteen (15) business days of receipt of such notice. For the purpose of the Contract, the term "material breach" shall be defined to mean the failure of Contractor to perform all of its obligations under the Contract.

2. The Contract may be terminated by the County without cause upon ninety (90) calendar days prior written notice to the other party.
3. The Contract may be terminated by the Proposer with cause if the County fails to pay the fees in the amount and manner required by the approved Contract provided the County has been duly notified of such failure subject to thirty (30) days notice to cure such breach.
4. The Director of Risk Management has full discretion and authority to exercise County termination rights under the Contract.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.
2. Proposals must be submitted in the format described in this section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Chapter E - Proposal Submission Deadline.**
5. All proposals and materials submitted become the property of the County.

B. Proposal Presentation

1. An original, which must be bound, and four (4) copies (of which one should be unbound) for a total of five (5), of the written proposal are required. The original copy must be clearly marked "Master Copy." If one copy of the proposal is not clearly marked "Master Copy," the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two (2) or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "SAFETY AND AMERICANS WITH DISABILITIES ACT INSPECTION, ANALYSIS AND REVIEW SERVICES RFP # RMD 09-001".
3. All proposals must be submitted on 8-1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this Request for Proposal must be in the form of a proposal package which the content must be submitted in the following sequence and format:

1. **Cover Page (Attachment B)** - Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal which must include the following information:
 - a. A statement that the proposal is submitted in response to the Request for Proposals for SAFETY AND AMERICANS WITH DISABILITIES ACT INSPECTION, ANALYSIS AND REVIEW SERVICES RFP # RMD 09-001.

- b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization/firm.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
- 2. Table of Contents** - A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included.
- 3. Statement of Certification (Attachment C)** - Include the following in this section of the proposal:
 - a. A statement that the Proposer does not have any commitments or potential commitments which may impact the Proposer's assets, lines of credit, guarantor letters, or ability to perform the contract.
 - b. A statement the Proposer presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by the contract. No person having such interest shall be employed by or associated with Proposer during the term of this contract.
 - c. A list of Former County Officials affiliated (as defined in Section V) with the organization. If none, so state.
 - d. A statement that the offer made in the proposal is firm and binding for one hundred eighty (180) days from the date the proposal is opened and recorded.
 - e. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
 - f. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
 - g. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
 - h. A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.
 - i. A statement that the prospective Contractor, if selected, will comply with all applicable contract requirements, rules, laws, and regulations.
- 4. Proposal Description** - A detailed description of the proposal being made. Proposal should include the following:
 - a. Brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal. It should also include a statement that the Proposer will provide all of the services included in Section IV, Section B, and Program Description. If the Proposer is unable to provide any of the particular services listed in the program description, they must so indicate by describing what service(s) they are unable to provide.
 - b. Complete Responses to General Questionnaire (Section VI, Chapter D).
 - c. Explanation of any assumptions and/or constraints.
 - d. Milestones and deliverable charts, as applicable.
 - e. The County reserves the right to negotiate final contract language.
- 5. Statement of Experience** - Include the following in this section of the proposal:
 - a. Business name of the Proposer and legal entity such as corporation, partnership, etc.
 - b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
 - c. A statement that the Proposer has a demonstrated capacity to perform the required services.
 - d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.

- e. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
- f. Experience of principal individuals of the Proposer's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
- g. List of current clients.
- h. If any contract was terminated prior to the original termination date during the last five (5) years, identify the client and the reason for termination.
- i. Controlling interest in any other firms providing equivalent or similar services. If none, so state.
- j. Financial interest in other lines of business. If none, so state.
- k. Pending litigation, involving prospective Contractor or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
- l. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
- m. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.

D. General Questionnaire

In order for your proposal to be considered and accepted, your organization should provide answers to the questions presented in this section. Each question should be answered specifically, in detail and in the order in which they appear. Reference should not be made to a prior response nor should any answer apply to more than one question.

Respond to all questions in the General Questionnaire, which follows:

1. Services

a. Management, Background and Staffing

- 1) Describe your company in detail commenting on size, history, firm's years of experience etc. with providing Safety and ADA Inspection, analysis and review services.
- 2) Furnish the names, addresses and telephone numbers of four (4) references that have had direct experience with the Safety and ADA inspection, analysis and review services you provide.
- 3) Describe the experience and/or credentials of those who will perform the Safety and ADA Inspection, analysis and review services.
- 4) How many staff members will be assigned to this account? What are their classifications? What hours will they be accessible to County?
- 5) Describe the minimum requirements for education, experience, and training for each position of your operational and technical staff.
- 6) Who in your organization makes the determinations relative to our account? Please describe their credentials and provide resumes for each staff member who will be dedicated to this program.
- 7) Describe your experience applying
 - a. Title 24 and ADA regulations
 - b. Cal/OSHA standards
 - c. Ergonomic principles
 - d. Industrial hygiene

b. Insurance

Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, Chapter B - Indemnification and Insurance Requirements.

VII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance and the cost of these services.

The selection committee may interview VENDORS identified as "finalist" or request demonstrations of their system. Evaluation of the finalist' proposals may include results of demonstrations and interviews with County personnel. The Director of Risk Management, in conjunction with the assigned evaluation committee, will make the final decision as to which proposal(s) will be recommended to the Board of Supervisors for contractual consideration and approval.

B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and in compliance with all the requirements of this RFP.
- b. Proposers must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Chapter B. Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases, the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Technical Review - Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):

- a. Proposer's qualifications, personnel, and experiences in providing these services.
- b. Program services and strategies.
- c. Program questionnaire response.
- d. Cost.

3. Interview (Optional)

All finalists will be notified if interviews will be conducted.

4. Final Selection

While cost is a major consideration in the evaluations process, selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

Cost of service is one factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful proposal. Award of contract(s) may or may not be on an all or nothing basis. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

D. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I Chapter C of this RFP, and submitted within fourteen (14) calendar days of the date on the notification of intent to award. Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the Director of Risk Management Laurie Milhiser. The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer advising of the decision with regard to the protest and the basis for the decision.

E. Final Approval

Any Contract resulting from this RFP will be awarded by final approval of the San Bernardino County Board of Supervisors.

Appendix

Attachment 1 – Definitions
Attachment 2 – Risk Management Statistical Information
Attachment 3 – Cities with County Office Locations
Attachment A – Proposal Check List
Attachment B – Cover Page
Attachment C – Statement of Certification
Attachment D – Minimum Proposer Requirements
Attachment E – Exceptions to RFP
Attachment F – References
Attachment G – Cost Proposal Form
Attachment H – Calendar of Events

Definitions

County –	County of San Bernardino, County of San Bernardino Department of Risk Management
ADA -	Americans with Disabilities Act
CIH -	Certified Industrial Hygienist
BCSP-	Board Certified Safety Professional
BCPE -	Board Certified Professional Ergonomist
RFP -	Request for Proposals
RMD -	Risk Management Department
EDI -	Electronic Data interface
EOR -	Explanation of Reimbursement
GAAP-	Generally Accepted Accounting Principles
CV -	Curriculum Vitae
AIHA -	American Industrial Hygienist Association
CAL/OHSA -	California Occupational Safety and Health Association

RISK MANAGEMENT STATISTICAL INFORMATIONRISK MANAGEMENT
FY 06 to FY 08

INSPECTIONS	Number
ADA	29
FACILITIES Including: asbestos, bark beetle emergency, crane, dosimetry, electrical, fall protection	15

RISK MANAGEMENT DATA
FY 06 to FY 08

TRAINING	Number
Training classes provided includes, but not limited to: Asbestos, crane/heavy equipment, fall protection, first aid/CPR, flagging, forklift, hazmat, ladder, lifting, respiratory, scaffold, shoring.	44

RISK MANAGEMENT DATA
FY 06 to FY 08

Assessments/Studies	
Ergonomic Assessments	338
Mold Studies	10
Industrial Hygiene	29
Lead Studies	2

CITIES WITH COUNTY OFFICE LOCATIONS

City Name

29 Palms
 Adelanto
 Angeles Oaks
 Apple Valley
 Arrowbear
 Baker
 Baldwin Lake
 Baldy Mesa
 Barstow
 Big Bear City
 Big Bear Lake
 Onyx Peak
 Big Bear Lake
 Bloomington
 Blue Jay
 Cedar Pines Park
 Chino Hills
 Chino
 Colton
 Crestline
 Daggett
 Devore
 El Mirage
 Fawnskin
 Fontana
 Forest Falls
 Fort Irwin
 Grand Terrace
 Green Valley Lake
 Havasu Lake
 Helendale (Silver Lakes)
 Hesperia
 Highland
 Hinkley
 Joshua Tree
 Lake Arrowhead
 Landers

City Name

Loma Linda
 Lucerne Valley
 Ludlow
 Lytle Creek
 Mentone
 Montclair
 Morongo Valley
 Needles
 Newberry Springs
 Nipton
 Ontario
 Oro Grande
 Phelan
 Pinon Hills
 Pioneertown
 Parker Dam
 Randsburg
 Rancho Cucamonga
 Red Mountain
 Redlands
 Rialto
 Running Springs
 San Bernardino
 Sugarloaf
 Trona
 Twin Peaks
 Upland
 Victorville
 Wonder Valley
 Wrightwood
 Yermo
 Yucaipa
 Yucca Valley
 Bakersfield
 Banning

PROPOSAL CHECKLIST

Company Name: _____

**County of San Bernardino
Department of Risk Management
Request for Proposal for
Safety and Americans with Disabilities Act, Inspection, Analysis and Review Services
For the County of San Bernardino
RFP #09-001**

Proposals submitted in response to RFP for Safety and ADA, Inspection, Analysis and Review Services for the County of San Bernardino must be delivered to the following address no later than **4:00 p.m. (PST), January 29, 2009.**

County of San Bernardino
Department of Risk Management
Steve Robles, Assistant Director
ATTN: RFP #09-001
222 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0016

One bound original and four (4) copies (of which one should be unbound) for a total of five (5) of the written proposal are required. Each proposal must include the following items:

IMPORTANT: Proposals must include a statement identifying which service is being proposed.

1. ☐ Proposal Checklist – Attachment A
2. ☐ Cover Page - Attachment B
3. ☐ Attachment C – Mark (X) beside line of service being quoted.
 - ☐ Inspection, review and analysis of County facilities, operations and equipment to ensure compliance with Cal/OSHA regulations.
 - ☐ Inspection, review and analysis of County facilities, operations and equipment to ensure compliance with ADA regulations.
 - ☐ Inspection, review and analysis of County facilities, operations and equipment to ensure compliance with California's Ergonomic Standard.
4. ☐ Table of Contents
5. ☐ Proposal Description
6. ☐ Statement of Experience
7. ☐ Insurance
8. ☐ Statement of Certification - Attachment C
9. ☐ Minimum Proposer Requirements - Attachment D
10. ☐ Exceptions - Attachment E
11. ☐ References - Attachment F
12. ☐ Cost Proposal Form Safety and ADA, Inspection, Analysis and Review Services – Attachment G

COVER PAGE

**PROPOSAL FOR SAFETY AND AMERICANS WITH DISABILITIES ACT, INSPECTION,
ANALYSIS AND REVIEW SERVICES**

PROPOSER'S NAME (name of firm, entity or organization): _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF VENDOR'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE:

☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture

____ Other (explain): _____

If Corporation, Date Incorporated: _____ **State Incorporated:** _____

States Registered in as foreign corporation: _____

**PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP
REQUESTS:** _____

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal in response to County of San Bernardino RFP for **Safety and Americans with Disabilities Act, Inspection, Analysis and Review Services**.

	Statement	Agree (initial)	Disagree with qualification (initial and attach explanation)
1.	A statement that the Proposer does not have any commitments or potential commitments which may impact the Proposer's assets, lines of credit, guarantor letters, or ability to perform the contract.		
2.	A statement that the Proposer presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by the contract. No person having such interest shall be employed by or associated with consultant during the term of this contract.		
3.	A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
4.	A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.		
5.	A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
6.	A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.		
7.	A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.		
8.	A statement that the prospective Contractor, if selected, will comply with all applicable contract requirements, rules, laws, and regulations.		

Signature

Print name

Company

Date

MINIMUM PROPOSER REQUIREMENTS

COUNTY OF SAN BERNARDINO DEPARTMENT OF RISK MANAGEMENT SAFETY AND AMERICANS WITH DISABILITIES ACT, INSPECTION, ANALYSIS AND REVIEW SERVICES

The following requirements apply to all prospective vendors:

	Requirement	Agree (initial)	Disagree with qualification (initial and attach explanation
1.	Have a current license to conduct business in the State of California. Provide copy of License.		
2.	Have experience with providing similar services for at least one (1) public entity similar to the County of San Bernardino.		
3.	Must be a firm with five (5) years experience in the relevant field of Loss Prevention Services and Safety and/or Americans With Disabilities Act Inspections, Analysis and Review Services in California.		
4.	Have Principal contractors that are certified in relevant field of expertise, such as, but not limited to Certified Industrial Hygienist, (CIH), Certified Safety Professional (CSP) and Professional Engineer (PE).		
5.	Have Principal contractors with appropriate certifications in disciplines for the services and training to be provided. The County reserves the right to consider qualified contractors who possess equivalent registrations, certification.		
6.	Meet other presentation requirement as listed in RFP		

SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

EXCEPTIONS TO RFP

COUNTY OF SAN BERNARDINO
DEPARTMENT OF RISK MANAGEMENT
SAFETY AND AMERICANS WITH DISABILITIES ACT,
INSPECTION, ANALYSIS AND REVIEW SERVICES

PROPOSER NAME _____

ADDRESS _____

Telephone# (_____) _____

Fax # (____) _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required).

Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

REFERENCES

COUNTY OF SAN BERNARDINO
DEPARTMENT OF RISK MANAGEMENT
SAFETY AND AMERICANS WITH DISABILITIES ACT,
INSPECTION, ANALYSIS AND REVIEW SERVICES

Agency	Contact Name	Phone Number	Types / Dates Services Provided (from/thru)	Address

COST PROPOSAL FORM

**COUNTY OF SAN BERNARDINO
DEPARTMENT OF RISK MANAGEMENT
SAFETY AND AMERICANS WITH DISABILITIES ACT,
INSPECTION, ANALYSIS AND REVIEW SERVICES**

Quote basic charge (hourly): _____ this rate **must** include the following services:
(Statistics provided in Attachment 2 may assist you in developing your quoted fees.)

- Documentation preparation
- Word processing
- Ordinary postage
- Incoming and outgoing facsimiles
- In-house courier
- Local telephone charges
- Routine photocopying
- Office supplies
- Support staff
- Local area travel (travel within the County of San Bernardino)
- Meal expenses
- Other expenses associated with the ordinary costs of the Contractor in conducting business

Company Name: _____

Authorized Signature: _____

**COUNTY OF SAN BERNARDINO
DEPARTMENT OF RISK MANAGEMENT
SAFETY AND AMERICANS WITH DISABILITIES ACT,
INSPECTION, ANALYSIS AND REVIEW SERVICES CALENDAR OF EVENTS**

Release of RFP	Tuesday, November 19, 2008
Deadline for submission of written questions	Tuesday, January 6, 2009, 4:00 p.m., (PST)
Tentative date for responses to questions	Thursday, January 22, 2009, 4:00 p.m., (PST)
Deadline for Proposals	Thursday, January 29, 2009, 4:00 p.m., (PST)
Tentative Date for Vendor Interviews (If applicable)	Tuesday, March 3, 2009
Tentative date to take contract to the Board of Supervisors	Tuesday, April 14, 2009